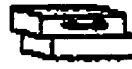


# Exhibit G

MAY 05 1999 17:47 FR BRANSON ULTRA CORP 09770 962 3720 TO 15618238115

P.01/05

Fax #  
949-483-6290**BRANSON**  
Facsimile Transmission

→ ATT: TIM EPP ←

Deliver To:	Eric Hertz	From:	Jim Mengason
Company:	Galahad Co.		Branson Ultrasonics Corp
			1665 Lakes Parkway #107
			Lawrenceville, GA 30043
Phone:	970-474-6388	Phone:	(770) 962-2111
Fax:	561-883-0115	Fax:	(770) 962-3720
cc:		E-Mail:	BUCGA@msa.com
		DATE:	May 5, 1999
			# of pages including cover:
Subject:	NDA agreement		

Hi Eric,

Here is your agreement modified as discussed. If acceptable, please sign and initial the changes, then fax me back the completed document.

If you have any further questions, please don't hesitate to call.

Thank you for giving us the opportunity to work with you on your plastic joining requirements.

Regards,  
Jim Mengason

Branson Ultrasonics Corporation • 1665 Lakes Parkway, Suite 107 • Lawrenceville, Georgia 30043  
 ☎ (770) 962-2111 • ☎ (770) 962-3720 • ✉ BUCGA@msa.com  
 Voice                      Facsimile                      E-mail

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MAY 05 1999 17:48 FR BRANSON ULTRA CORP GAY78 962 3728 TO 1561883115 P.02/03  
FBI - MEMPHIS

**Galabad, Co**  
Developer of Innovations

12784 Tulipwood Circle  
Boca Raton, FL 33433

bgaide@comcast.net

Phone: (561) 883-0115  
Fax: (561) 883-0115

**NDA / PROPRIETARY INVENTION AGREEMENT**

This agreement is effective the 15 day of April, 1999 between Eric L. Hertz, President representing Calafab, Co., having a principal location at 12754 Tulpwood Circle, Boca Raton, Florida, 33428 (hereinafter collectively referred to as "Inventor"), and ~~James H. Branson~~, representing Branson, a corporation having a principal location at Danbury, CT (hereinafter called "Receiving Party").

Whereas, Inventor has certain confidential information related to the subject area of the application of ultrasonics through air for the use of solder printing, wave solder, reflow, excitation of drying during washing, underfill diffusion, and assembly and/or packaging of electronic components, (hereinafter called "Subject Area").

Whereas, Inventor desires to disclose such confidential information to the Receiving Party for purposes of discussing proposed joint business ventures and/or development, pertaining to the Subject Area.

Whereas, the Receiving Party is willing to accept such information confidentially and as limited herein.

Whereas, the Receiving Party understands that this Agreement in no way obligates Inventor or Receiving Party in any manner.

Now therefore, in consideration of the disclosure by Inventor to Receiving Party of confidential information, the parties agree as follows:

1. "Confidential Information" is defined as all information disclosed for discussion purposes, to the Receiving Party by Inventor in writing, discussion (verbal), or in sample or model form, related to Subject Area.

2. Unless otherwise expressly authorized by Inventor, the Receiving Party agrees to retain the "Confidential Information" in confidence for a period of four (4) years from the date of disclosure of the "Confidential Information" and (a) not to disclose the "Confidential Information" to any third party during such a period and not to use the "Confidential Information" for any purpose other than the aforesaid discussion purposes; and (b) not to use, copy, patent, or otherwise utilize the "Confidential Information." The Receiving Party agrees to use the same degree of care, but no less than a reasonable degree of care, with

Receiving Party Initials YMN  
Inventor Initials \_\_\_\_\_

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PAGE 02

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From: **May 26 1999 17:49 FR BRANSON ULTRA CORP 0A770 562 3720 TO 15618830115 P.03/05**  
 To: **15618830115**  
 Subject: **15618830115**  
 Date: **May 26, 1999 17:49**

any "Confidential Information" which it receives under this Agreement as it would with its own "Confidential Information".

3. Notwithstanding any other provisions of this Agreement, Inventor acknowledges that "Confidential Information" shall not include information which:

a/ is or becomes publicly known through no wrongful act on the Receiving Party's part; or

b/ is already known to the Receiving Party at the time of the disclosure as evidence by written documents; or

c/ is rightfully received by the Receiving Party from a third party without breach of this Agreement; or

d/ is explicitly approved for release by written authorization of Inventor.

or is developed by the Receiving Party independent of any information received from the disclosing party.

4. No license, express or implied, in the "Confidential Information" is granted to the Receiving Party other than to use the information in the manner and to the extent authorized by this Agreement.

5. The existence of the Agreement and/or the nature of the business conducted between Inventor and the Receiving Party shall not be disclosed at any time by the Receiving Party without prior written permission of Inventor.

6. At Inventor's written request, and in any event the upon either party's decision not to proceed to pursue any potential joint business venture, transaction and / or relationship, the Receiving Party shall promptly return to Inventor all originals and all copies of written or physical Confidential Information and will certify to Inventor that such complete return has occurred.

7. The validity, construction and performance of this Agreement and the legal relations between the parties to this Agreement shall be governed by and construed in accordance with the law of the State of Florida. If any provision of this Agreement, or the application of such provisions, is invalid under any applicable statute or rule of the law, the remaining provisions of this Agreement shall remain in full force and effect.

Receiving Party Initials DM  
 Inventor Initials \_\_\_\_\_

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PAGE 03

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any 'Confidential Information' which I receive under this Agreement as I would with its own 'Confidential Information'

3. Notwithstanding any other provisions of this Agreement, inventor acknowledges that 'Confidential Information' shall not include information which

a) is or becomes publicly known through no wrongful act on the Receiving Party's part, or

b) is already known to the Receiving Party at the time of the disclosure as evidenced by written documents or

c) is rightfully received by the Receiving Party from a third party without breach of this Agreement, or

d) is explicitly approved for release by written authorization of inventor, or is developed by the Receiving Party independent of any information received from the disclosing party. No license, express or implied, in the 'Confidential Information' is granted to the Receiving Party other than to use the information in the manner and to the extent authorized by this Agreement.

6. The existence of the Agreement and/or the nature of the business conducted between inventor and the Receiving Party shall not be disclosed at any time by the Receiving Party without prior written permission of inventor.

8. At inventor's written request, and in any event the upon either party's decision not to proceed to pursue any commercial business venture, transaction and/or relationship, the Receiving Party shall promptly return to inventor all originals and all copies of written or physical Confidential Information and will certify to inventor that such complete return has occurred.

7. The validity, construction and performance of this Agreement and the legal relations between the parties to this Agreement shall be governed by and construed in accordance with the law of the State of Florida. If any provision of this Agreement, or the application of such provisions, is invalid under any applicable statute or rule of the law, the remaining provisions of this Agreement shall remain in full force and effect.

Receiving Party Initials 21  
Inventor Initials 24

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PAGE 1 OF 1

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MAY 05 1999 17:49 FR BRANSON ULTRA CORP 04770 962 3720 TO 15618833115 P.04/85  
 IN. JON MORGENTHAU P.M. L. J. MORGENTHAU 6 ST 6 11/11/99 10/11/99 11/11/99 12/11/99

Facsimile signatures shall serve as original signatures.

*This agreement includes the attached addendum, on 5/5/99*

In witness whereof the parties have authorized and agreed to all of the above terms by signing this agreement on the respective dates below indicated.

Representing Inventor  
 Galabadi Co.  
 a Florida Corporation

By: \_\_\_\_\_

Eric Hertz, President

Date: \_\_\_\_\_

Receiving Parties  
 Branson Inc.

a Danbury, Connecticut Corporation

By: Jim Mengason  
 Jim Mengason, Partic Joining Administrator

Date: May 5, 1999

cc: Timothy L. Epp, General Council

Receiving Party Initials JMA  
 Inventor Initials \_\_\_\_\_

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